

EXHIBIT 5



1/14/2014

Jeffrey Michael Fadness
300 Crockett St Apt 106
Austin, TX 78704-5103

Dear Jeffrey Michael Fadness,

Congratulations! Time Warner Cable (TWC) is pleased to offer you the position of Account Executive 2 reporting to Thomas Ancira. This offer is subject to you starting no later than 1/27/2014 (start date may be subject to change.)

Your annual base salary rate will be \$54,000.00, which will be paid \$2,076.92 bi-weekly, less applicable withholdings.

The above rate represents your regular rate of pay. You may be subject to a temporary training rate of pay which will be in effect for your introductory training period, to be set by your local management. Once that period is over, you will be subject to the above-referenced regular rate.

You are eligible to participate in the Company's Sales Compensation/Commission Plan. Your Manager will describe the details of the plan to you, including any training pay, if applicable. (Note that the Company may modify or eliminate its program at any time.)

The Company offers a generous and comprehensive benefits package, including health, 401(k), pension, disability, and life insurance. You and your family members may be eligible to participate in a full range of benefits in accordance with the Company's current eligibility requirements. To participate and/or enroll your eligible dependents, you must make your elections **within 31 days of your hire date** with the Company. If you do not make an election within the designated timeframe, your coverage will be waived and you will not be able to enroll until the next open enrollment period, unless you have a qualified change in status. If you have a qualified change in status, you must take action and make an election in Employee Self Service **within 60 days of the qualified change in status event**.

If you elect healthcare coverage, you will be required to provide proof of eligibility to participate in the Plan. You will receive a request from Aon Hewitt, our third party vendor, to provide documentation. You will have 60 days from the date of the request to provide documentation or your dependents will be dropped from coverage.

Employee benefits are subject to change at the sole discretion of the company.

In addition, in connection with your duties on behalf of the Company, you are eligible for a \$200.00 monthly car allowance.

Your employment with the Company is at-will, meaning that you or the Company may terminate the employment at any time for any reason not prohibited by law with or without prior notice. Nothing in the offer is intended to create a contract for employment or guarantee of continued employment with the Company. This at-will relationship may not be modified except by individual written agreement signed by you and an officer of the Company. The Company reserves the right to change the terms and conditions of your employment at any time for any reason not prohibited by law, with or without notice to you.

This offer is contingent upon satisfactory completion of a pre-employment background investigation and pre-

employment drug screen. You must satisfactorily complete your pre-employment drug screen prior to your first day of employment. The background investigation will consist of a social security number confirmation; verification of previous employment; verification of education; a criminal background investigation; and DMV check (if job requirement is to drive a company or personal vehicle). All information related to these items will also need to be disclosed on the candidate information form. If the results of the pre-employment background check are not satisfactory, or it is found that you falsified or did not disclose relevant information on the candidate information form, the Company reserves the right to withdraw this offer or terminate your employment.

This offer is also contingent upon validating employment eligibility documentation that is to be provided by you to the Company within the first three days of employment.

This letter constitutes the full terms and conditions of your employment with the Company. It supersedes any other oral or written promises that may have been made to you.

If you have any questions or concerns about this offer letter, please contact your hiring recruiter.

Sincerely,

Time Warner Cable Human Resources